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E-Filed 11/8/06

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9 **UNITED STATES BANKRUPTCY COURT**

10 **DISTRICT OF NEVADA**

11 IN RE:

Case No. Bk-N-05-54727-GWZ

12 SCOTT K. GREENE,

Chapter 7

13 Debtor.

14 RENA WELLS,

Adversary Proceeding No. 06-5009

15 Plaintiff,

16 vs.

17 **FIRST AMENDED COMPLAINT**

18 SCOTT K. GREENE,

19 Defendant.

20
21 Plaintiff RENA WELLS, formerly known as RENA PIMPL, hereby complains, as
22 follows:

23 **JURISDICTION**

24 1. This Court has jurisdiction to hear this complaint pursuant to 28 U.S.C. 157(a),
25 (b)(2) (core proceeding), 1334(b), and 11 U.S.C. 523(c).

26 2. Plaintiff consents to this court entering final judgment in this matter.

27 3. The 'bar date' for the filing of complaints of this kind is January 23, 2006.

28 **PARTIES**

1. Plaintiff, RENA WELLS, hereinafter referred to as "Wells" is a natural person
resident in the State of Nevada and is a claimant in the debtor's chapter 7 bankruptcy case.

2. Defendant SCOTT K. GREENE hereinafter referred to as GREENE is a natural

1 person and a resident of the State of Nevada who is the chapter 7 debtor in the case noted
2 above.

3 **FACTUAL ALLEGATIONS**

4 6. Wells is the lawful owner of certain valid United States Patents: #5,799,617
5 issued September 1, 1998; #5,851,111 issued December 22, 1998; and #6,062,172 issued
6 May 16, 2000.

7 7. That subsequent to the issuance of such patents, and at such time as the same
8 belonged to Wells, Greene commenced to unlawfully manufacture, distribute and market
9 certain equine dental products which were covered by Well's patents.

10 8. In doing so Greene sold approximately \$270,000.00 worth of such patented
11 products and unjustly profited thereby.

12 9. Greene held himself out as having the lawful right to do so by virtue of a
13 contract that he claimed he had with Wells.

14 10. These representations were false.

15 11. In 2001, Greene commenced an action in the Second Judicial District Court;
16 Equi-dent Technologies v. Rena Pimpl, CV-01-02322, relative to the aforesaid matters
17 ("civil action"), in response to which Wells filed a counterclaim.

18 12. On July 20, 2005 Summary Judgment, which is a final judgment and from which
19 no appeal was taken, was granted in favor of Wells and against Greene ("Judgment"). The
20 Judgment was recorded as a lien in the Office of the Washoe County Recorder on July 21,
21 2005. A true and correct copy of which is attached hereto as Exhibit "A".

22 13. All of Greene's claims against Wells were denied. Wells' Judgment includes
23 punitive damages, totaling \$116,922.64, together with statutory interest from November 25,
24 2004.

25 **FIRST CLAIM FOR RELIEF**

26 14. Paragraphs 1 through 13 are hereby repeated and incorporated as though more
27 fully set forth at this point.

28 15. The wrongful use by Greene of Well's patents and the financial gain he enjoyed

1 thereby constitute obtaining money by false pretenses, false representation and/or actual
2 fraud.

3 16. For the reasons stated above, the Judgment secured by the recorded lien is
4 nondischargeable pursuant to 11 U.S.C. 523(a)(2)(A).

5 **SECOND CLAIM FOR RELIEF**

6 17. Paragraphs 1 through 13 are hereby repeated and incorporated as though more
7 fully set forth at this point.

8 18. The wrongful use by Greene of Well's patents and the financial gain he enjoyed
9 thereby constitutes willful and malicious injury by Greene to Wells.

10 19. For the reasons stated above, the Judgment is nondischargeable pursuant to 11
11 U.S.C. §523(a)(6).

12 WHEREFORE, Wells prays as follows:

- 13 a. For a determination that the Judgment amount of \$124,398.88 [includes interest
14 thru the petition date] due and owing by Greene to Wells is nondischargeable
15 b. For an award of attorney fees and costs, should the same be available at law.
16 c. For such other and further relief as the court may deem appropriate.

17 Dated this 8th day of November, 2006.

18 **HARTMAN & HARTMAN**

19 /s/ Jeffrey L. Hartman
20 Jeffrey L. Hartman, Esq.
21 Attorney for Plaintiff Rena Wells
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EXHIBIT A



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Code No. 1360

FILED

JUL 20 2005

RONALD A. WATSON, JR., CLERK
By: RTW
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

EQUI-DENT TECHNOLOGIES,
a Nevada Corporation,

Plaintiff,

vs.

Case No. CV01-02322

RENA PIMPL,
JOHN DOES 1 through 10,

Dept. No. 6

Defendant.

RENA PIMPL

Defendant counterclaimant,

vs.

SCOTT K. GREENE, D.V.M.,

Defendant/Counterdefendant.

SUMMARY JUDGMENT

On June 20, 2005 the Court granted Summary Judgment in favor of Defendant.
dismissing the complaint and granting Judgment in favor of defendant upon her counterclaim
and third party complaint requesting issuance of a permanent injunction prohibiting these
parties from further patent infringement, awarding damages for past infringement and non-

EXHIBIT

A



1 payment of royalties, together with costs and legal fees. In support of the summary Judgment
2 the court now finds and concludes that the court has jurisdiction over the parties and subject
3 matter of this action, the factual allegations of the answer and third party complaint and
4 affidavit in support of summary judgment are true and admitted as unopposed, and Defendant
5 Rena Wells is entitled to judgment in her favor on all claims. There are no material facts in
6 dispute and all facts and inferences are resolved in favor of Defendant, Counterclaimant, Third
7 Party Plaintiff Rena Wells. The court finds that Plaintiff Equi-Dent Technologies and Third
8 Party Defendant Scott K. Greene failed to respond to Requests for Admissions and this Motion
9 for Summary Judgment, with the consequence that all facts set forth therein are deemed
10 admitted. The Plaintiff's complaint is barred as a matter of law. NRS 111.220 (Statute of
11 Frauds) bars enforcement of Plaintiff's contract claim, the court finds and concludes there is no
12 written agreement to support the complaint. Scott Greene and EDT sold patented products and
13 received over \$263,249.00 in gross sales income and never paid any royalty. Rena Wells is
14 sole owner of three US. Patents being patent numbers: # 5,799,617, issued September 1, 1998;
15 # 5,851,111 issued December 22, 1998; and # 6,062,172, issued May 16, 2000. Between July
16 1, 2001 and November 25, 2004 Scott Greene and EDT sold patented products in violation of
17 Rena Wells patent rights and treble damages on those sales is \$71,077.65. There is no just
18 reason for delay in the entry of judgment.

19
20
21
22 From the foregoing, the Court concludes:

23
24 1. That the facts and law in this case support the claims of Rena Wells as against Equi-Dent
25 Technologies and Scott K. Greene, who are jointly and severally liable and each is subject to a
26 permanent injunction:
27
28



2. Rena Wells is entitled to Judgment dismissing the complaint and awarding a permanent injunction, damages, costs, interest, and Attorney's fees.

NOW THEREFORE, on application of Rena Wells and good cause appearing,

IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. The claims of Equi-dent Technologies and Scott K. Greene shall be and are hereby dismissed with prejudice.

2. Scott K. Greene and Equi-dent Technologies, their agents, employees, successors and assigns shall be and are hereby perpetually enjoined and restrained from manufacturing, distributing and selling dental equine products in violation of the UNITED STATES PATENTS held by RENA WELLS, being patent numbers: # 5,799,617, issued September 1, 1998; # 5,851,111 issued December 22, 1998; and # 6,062,172, issued May 16, 2000.

3. Rena Wells is awarded a damages Judgment against Scott K. Greene and Equi-dent Technologies, Inc., jointly and severally, for the principal balance of \$71,077.65 representing treble damages under patent law for patent infringement, interest accruing thereon from November 25, 2004 at the statutory rate until entry of Judgment, together with costs of \$ 244.99, and attorney's fees of \$ 45,600.00, all of which shall bear interest at the statutory rate in effect upon entry of Judgment until satisfied.

THIS IS A FINAL JUDGMENT.

MADE AND ENTERED this 20th day of July 2005.

Drew Adams
DISTRICT JUDGE